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Collective Bargaining Agreements

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2-2-1937

## De Bennetti Men's Shop, Bespo's Men's Shop, Hub, and others and Retail Clerks International Protective Association, Local 47, AFL (1937)

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## **De Bennetti Men's Shop, Bespo's Men's Shop, Hub, and others and Retail Clerks International Protective Association, Local 47, AFL (1937)**

### **Location**

Oakland, CA

### **Effective Date**

2-2-1937

### **Expiration Date**

1-1-1938

### **Number of Workers**

160

### **Employer**

De Bennetti Men's Shop; Bespo's Men's Shop; Hub; Simon Hardware Company; American Furniture Company; Schwartz and Grodin, Men's Clothes; Kall Shoe Company; G. G. Kreig; Peter Brothers Shoe; 10th Street Shoe; Rocsil's Shoe Company; Brown Shoe Company

### **Union**

Retail Clerks International Protective Association

### **Union Local**

47

### **NAICS**

44

### **Sector**

Private

### **Item ID**

6178-009b130f029\_02

### **Keywords**

collective labor agreements, collective bargaining agreements, labor contracts, labor unions, United States Department of Labor, Bureau of Labor Statistics

### **Comments**

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A G R E E M E N T

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THIS AGREEMENT made and entered into this            day of            193  
between the RETAIL CLERKS' ASSOCIATION, LOCAL 47, affiliated with the American Federation of Labor through the Retail Clerks' International Protective Association, herein-  
after referred to as the Association, First Party; and

hereinafter called the Employer, Second Party.

W I T N E S S E T H

THAT WHEREAS, the parties hereto believe that the best interests of all concerned can best be promoted and safeguarded by harmonious relations between employer and employee through a mutual understanding to the end that employers shall receive a fair return on their investments, the employee an adequate wage for his labor, and the consumer shall be served at a fair and reasonable price,

NOW THEREFORE, in consideration of the premises and of the respective promises, agreements and covenants of the said parties hereto, they do hereby mutually agree as follows, to-wit: -

SECTION 1. The Employer shall employ and hereby agrees to employ (as both regular and extra employees) only members of the Association in good standing and through the office of the Association, provided, however, that in the event the said Association can not meet the request of the Employer for an employee the Employer may hire a person not affiliated with the Association, but in full and complete compliance with the following rules which the parties hereto mutually agree hereby to abide by:

(a) The Employer shall discharge said person so employed if said person shall not have become a member of the Association in good standing within thirty (30) days from date of his said employment, and/or shall not have made his application for admittance to membership in the Association within one (1) week from date of his said employment.

(b) The Employer shall notify the Association of the employment of said person within one (1) week from date of his said employment.

(c) The Employer shall pay the said person so employed during the period said person is not a member of the Association at the regular union wage provided for in this agreement for the class of work said person is doing.

(d) Upon the Association receiving the application of said person so employed it shall forthwith proceed in accordance with its regular procedure to investigate said person and take the required steps for his admittance as a member of the Association, and upon the Association finding said person eligible for membership, and in its opinion worthy of membership, the Association hereby agrees to admit said person to its membership.

SECTION II. The Employer shall, and hereby agrees to, not discharge or discriminate against any employee because of his membership in said Association or affiliation with the American Federation of Labor and/or for upholding Union principles.

SECTION III. The Employer and the Association agree that the minimum wages to be paid by the Employer to its employees, and to be received by such employees, who are members of the Association during the time this agreement is in force and effect, shall be in compliance with and as set forth in the schedule of wages attached hereto, marked "Exhibit A" and made a part hereof.

It is herewith understood and agreed that notwithstanding said schedule of minimum wages any and all employees now receiving a wage higher than that indicated in said schedule of wages for the particular class of work performed, shall not have their wages reduced on account of the operation of this agreement. It being further understood that the same is applicable to all employees who are allowed and receive other remuneration in addition to their regular salaries.

SECTION IV. It is hereby agreed that the maximum hours of work and the conditions under which said hours of work shall be performed by the employees are as follows:

(a) No member of the Association shall be required to or shall work more than eight (8) hours per day, nor more than forty-four (44) hours per week; it being understood that the said 44 hours per week shall be and constitute a working week, and that all wages fixed herein by this contract are so fixed upon the basis of a 44 hour week.

(b) Said 8 hours constituting a day's work shall be worked within 9 hours with 1 hour for lunch.

(c) Said 44 hours constituting a week's work shall be worked within 6 days.

(d) No employee shall be required to or shall work later than 6:00 o'clock P.M. and the Employer herein agrees that any and all establishments operated by him



shall be closed not later than 6:00 P.M. provided, however, that during the 12 days next immediately preceding Christmas Day, said employees may be required to and work as much as, but not more than 48 hours during the first 6 days of said 12 day period, and as much as, but not more than 52 hours during the second 6 days of said 12 day period, and that in order to make this proviso effective said employer may keep open for business during the said 12 day period, any and all establishments operated by him, up to but not later than 9:00 o'clock P.M.; and provided further, that on 1 Spring Dollar Day, 1 Fall Dollar Day and 1 day in each year known as Downtown Day, the employer may keep open for business any and all establishments operated by him, up to but not later than 9:00 o'clock P.M. but that on said days and each of them any and all employees may be required to work and shall work not more than eight hours per day.

It is further understood and agreed that in the event extra employees are employed they shall work under and be subject to the same regulations and provisions as herein set forth.

SECTION V. The Employer agrees to close for business any and all establishments operated by him, and that any and all employees shall not be required, nor shall they work, upon the following Legal Holidays, without any reduction in pay for holiday closing: New Years' Day, Washington's Birthday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day and Admission Day, provided however, that this closing rule shall be observed on Admission Day only and in the event that a major celebration of said Day is being held in Oakland, California.

It is further agreed that when any of the above holidays fall upon a Sunday they shall be observed the following Monday.

EXHIBIT A.

The Employer agrees to pay all Salespeople of two years experience or more a guaranteed minimum wage of not less than Thirty Dollars per week.

Apprentices of less than two years experience shall receive a guaranteed minimum wage of not less than Twenty Dollars per week.

Store Managers shall receive a guaranteed minimum wage of not less than Thirty Five Dollars per week.

SECTION VIII. The Association agrees that and it shall upon the execution of this agreement notify its members of the provisions hereof, and shall thereafter discipline any of its said members found guilty of the violation of the goodwill and cooperation of this collective bargaining agreement.

SECTION IX. The term of this contract shall be one year from January 2nd, 1937, and during all of said term it shall be in full force and effect and subject to renewal from year to year as hereinafter provided: In the event any amendment or alteration to this contract is to be proposed by any of the parties hereto, then and in that event notice to the other parties hereto of the proposed amendment or alteration must be given within a period of time between November 1st and November 15th inclusive, before the date of expiration of the current term of this agreement, and it is further agreed that any party hereto not presenting any proposed alteration or amendment during said period of time of between November 1st and November 15th as aforesaid shall consent thereby to the renewal and continuance of this agreement in full force and effect for the year immediately next following said expiration date.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this day of 193

RETAIL CLERKS' ASSOCIATION, LOCAL 47

By \_\_\_\_\_  
First Party

By \_\_\_\_\_  
Second Party

This agreement has been endorsed by both the Central Labor Council and Building Trades Council of Alameda County.

shall be closed not later than 6:00 P.M. provided, however, that during the 12 days next immediately preceding Christmas Day, said employees may be required to and work as much as, but not more than 48 hours during the first 6 days of said 12 day period, and as much as, but not more than 52 hours during the second 6 days of said 12 day period, and that in order to make this proviso effective said employer may keep open for business during the said 12 day period, any and all establishments operated by him, up to but not later than 9:00 o'clock P.M.; and provided further, that on 1 Spring Dollar Day, 1 Fall Dollar Day and 1 day in each year known as Downtown Day, the employer may keep open for business any and all establishments operated by him, up to but not later than 9:00 o'clock P.M. but that on said days and each of them any and all employees may be required to work and shall work not more than eight hours per day.

It is further understood and agreed that in the event extra employees are employed they shall work under and be subject to the same regulations and provisions as herein set forth.

SECTION V. The Employer agrees to close for business any and all establishments operated by him, and that any and all employees shall not be required, nor shall they work, upon the following Legal Holidays, without any reduction in pay for holiday closing: New Years' Day, Washington's Birthday, Memorial Day, 4th of July, Labor Day, Thanksgiving Day, Christmas Day and Admission Day, provided however, that this closing rule shall be observed on Admission Day only and in the event that a major celebration of said Day is being held in Oakland, California.

It is further agreed that when any of the above holidays fall upon a Sunday they shall be observed the following Monday.

SECTION VI. When any member of the Association is suspended or expelled from the Association, the Employer shall and hereby agrees to discharge such suspended or expelled member within seven (7) days after receiving due notice from the Association of such action taken against such member.

SECTION VII. In consideration of the Employer signing this agreement and fulfilling the conditions thereof, the Association agrees to notify its membership, the Central Labor Council of Alameda County and the Building Trades Council of Alameda County that the Employer herein has signed this collective bargaining agreement with the Association. The Association further agrees to loan to the Employer Union Store Card No. \_\_\_\_\_ the property of and issued by the Retail Clerks International Protective Association, for the period this contract shall be in full force and effect; provided however, that the Employer agrees to surrender said Union Store Card so loaned to him as aforesaid upon the expiration of this agreement, or upon demand made upon him by the Association, or upon violation of any provision or provisions of this agreement.

SECTION VIII. The Association agrees that and it shall upon the execution of this agreement notify its members of the provisions hereof, and shall thereafter discipline any of its said members found guilty of the violation of the goodwill and cooperation of this collective bargaining agreement.

SECTION IX. The term of this contract shall be one year from January 2nd, 1936, and during all of said term it shall be in full force and effect and subject to renewal from year to year as hereinafter provided: In the event any amendment or alteration to this contract is to be proposed by any of the parties hereto, then and in that event notice to the other parties hereto of the proposed amendment or alteration must be given within a period of time between November 1st and November 15th inclusive, before the date of expiration of the current term of this agreement, and it is further agreed that any party hereto not presenting any proposed alteration or amendment during said period of time of between November 1st and November 15th as aforesaid shall consent thereby to the renewal and continuance of this agreement in full force and effect for the year immediately next following said expiration date.

IN WITNESS WHEREOF, the parties hereto have hereunto set their hands and seals by their respective officers duly authorized to do so this day of \_\_\_\_\_ 193

RETAIL CLERKS' ASSOCIATION, LOCAL 47

By \_\_\_\_\_  
First Party

By \_\_\_\_\_  
Second Party

This agreement has been endorsed by both the Central Labor Council and Building Trades Council of Alameda County.



## U.S. DEPARTMENT OF LABOR

BUREAU OF LABOR STATISTICS

WASHINGTON

February 13, 1937

Mr. Phillip Apple, Secretary  
Retail Clerks' Int'l Association #47  
1703 16th Avenue  
Oakland, California

My dear Mr. Apple:

We have in our files a copy of your agreement with employers which expired January 2, 1937.

In order to keep our files of union agreements up to date, I should be grateful if you could conveniently send us a copy of your new agreement, if you now have an agreement in force. We shall be glad to type a duplicate and promptly return the original if you have only one copy available. If you so indicate, we shall keep the identity of the agreement confidential, using the material only for general information, in such a way as not to reveal the name of the union.

We shall be very grateful for your assistance. The enclosed envelope for your reply requires no postage. If we can furnish you information at any time, please let me know.

Very truly yours,

*Isador Lubin*

Isador Lubin

Enc.

Commissioner of Labor Statistics

Name of company or employers' association signing the agreement \_\_\_\_\_

(If more than one employer, please list on reverse side)

Number of companies covered by agreement 24

Number of union members working under terms of agreement 160

Number of non-members working under terms of agreement 0

Branch of trade covered Mens Furnishing Hats - Clothing - Hardware - Furniture  
Ladies Mens Hats

Date renewed Feb 2-1937 Date of expiration until new agreement is presented Section IX

If you cannot send a copy of your new agreement, please note (on the reverse side of this letter) any changes from your previous agreement.

*Phillip Apple - Secy - Treas.*  
(Name of person furnishing information)

1703-16th Ave Oakland  
(Address) Calif

De Benedetti Men Shop  
 Bepo's Men's Shop  
 The Hub: Suits & Uniforms  
 Simon Hardware Co.  
 American Furniture Co.  
 Schwartz & Grodin, Men's Clothing  
 Roger's Men's Clothing  
 Kael Shoe Co.  
 Gray's Men's Clothing  
 Money Bank Fund - Clothing  
 J.J. King - Clothing  
 Meuna Fund - Shoes

Peter Bros. Shoe - 2 Store  
 Gallows Creek Shoe - 10 Store  
 Ben M. Mith - Suits & Uniforms  
 J. Gill - Shoes  
 Wallops - Shoes  
 Rushings - Shoes  
 Baunor - Suits & Uniforms  
 10th St. Store - Suits & Uniforms  
 Markin Hardware Co.  
 Dean Shoe Co.  
 Lee's in Suits & Uniforms  
 Rocelle Shoe Co.

ALL INFORMATION CONTAINED HEREIN IS UNCLASSIFIED

DATE 10-17-01 BY SP-6 JLM/STW  
 AUTHORITY 50 USC 3024

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 AUTHORITY 50 USC 3024

U.S. DEPARTMENT OF JUSTICE  
 FEDERAL BUREAU OF INVESTIGATION

10-17-01